

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2023-25

ORDINANCE NO.:2023-25

AN ORDINANCE APPROVING CHANGE ORDER NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH R. MILLER COMPANIES, LLC

WHEREAS, the City of Lake Ozark has solicited bids and received a proposal from R. Miller Companies, LLC for engineering services related to slurry seal overlays on certain City roads; and,

WHEREAS, due to issues that have arisen with the contractor's application of the product, additional engineering services have been incurred; and,

WHEREAS, attached hereto as Exhibit 1 is a copy of Change Order No. 1 that when executed by the City, shall become a contract with R. Miller Companies, LLC for the services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE OZARK, MISSOURI AS FOLLOWS:

Section 1. Adoption and Execution. The contract for Professional Services with R. Miller Companies, LLC, is amended per the attached Change Order 1 attached hereto as Exhibit 1. Said Change Order No. 1 is hereby adopted and approved. The Mayor or his designated agent is authorized to execute said Change Order No. 1 for and on behalf of the City.

Section 2. Effective Date. This ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen of the City of Lake Ozark.

Intentionally Blank Blow This Line

First Reading: June 27, 2023

Second Reading: June 27, 2023

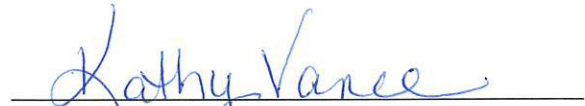
DULY READ AND APPROVED THIS 27th DAY OF JUNE 2023.

Alderman Watts	Aye
Alderman Jackson	Aye
Alderman Thompson	Aye
Alderman Neels	Aye
Alderman Ridgely	Aye
Alderman Denny	Aye

APPROVE:

ATTEST:


Dennis Newberry, Mayor


Kathy Vance, City Clerk





MILLER COMPANIES

Engineering • Land Surveying • Environmental Services

June 23, 2023

City of Lake Ozark
Attn: Matt Michalik
3162 Bagnell Dam Blvd.
Lake Ozark, MO 65049

Re: Change Order 1 for City of Lake Ozark Micro Paving Project

Mr. Matt Michalik:

R. Miller Companies, LLC dba Miller Companies, (hereinafter, "Professional"), proposes to render professional engineering, surveying and/or environmental services to the client, City of Lake Ozark, (hereinafter, "Client"), in connection with City of Lake Ozark Micro Paving, (hereinafter called the "Project"). You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed, and, also to make available all pertinent existing data.

The Project has been split into tasks for authorizations and shall include the following specific requirements:

Design Services			
Task	Description	Cost	Accepted
1	Third party testing of Vance Brothers Emulsion Asphalt	\$1,000.00	
2	Project support for City of Lake Ozark Micropaving Project	\$1,000.00	
	TOTAL	\$2,000.00	

Initial in the box titled "Accepted" any tasks that you wish Professional to perform. Clearly mark "NO" on any tasks you do not wish Professional to perform under this agreement. All these tasks are required to provide a complete, working design of City of Lake Ozark Micro Paving.

Assumptions and Exclusions

This quote is prepared on the following assumptions:

1. This construction project will be completed in no more than 1 phase.
2. Materials chosen by the client are capable of withstanding the designed use.

This quote is prepared with the following exclusions:

- | | |
|--------------------------------|------------------------------|
| 1. Roadway Design | 6. Retaining Wall Design |
| 2. Sewer System Design | 7. Structural Evaluation |
| 3. Potable Water System Design | 8. Permit and Recording Fees |
| 4. Building Foundation Design | 9. Title Work |
| 5. Stormwater Design | 10. Materials Testing |

Professional is not liable to Client for delays caused by easement negotiations, weather, zoning issues, government communications, and all other factors outside the Professional's control.

In addition, by executing this agreement you are stating you are the owner or owner's representative and all engineering and surveying debts by owner associated with this property have been paid.

Professional shall bill Client monthly for the services. The above financial agreement is based on prompt payment of our bills and the orderly and continuous progress of the Project. Unpaid outstanding balances will be charged interest of 1.5 percent per month after 30 days. Client agrees that Professional's liability for any defects, damages or other liabilities arising from services provided by Professional will be limited to the amount paid by Client to Professional for services rendered by Professional. In the event it becomes necessary to turn your account(s) over to a collection agency or an attorney, Client shall be responsible for all costs to collect, including reasonable attorney's fees and court costs. Jurisdiction and venue for any dispute under this contract shall be in Camden County, Missouri.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

We will also furnish any Additional Services as Client may request in writing and which are approved in writing by Professional. Professional's hourly service costs are provided in the attached Schedule A.

This Agreement and Schedule A represent the entire understanding between Client and Professional in respect to the Project and is binding upon both parties, their successor, and assigns. The Agreement may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance for a period of 6 months from the date of this proposal.

Sincerely,

R. Miller Companies, LLC

By: 

Ethan K. Shackelford, PE, authorized agent

Accepted on this 28th day of

June, 2023

by Matthew Michalik

Signature ,
Print Name

SCHEDULE A

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the attached Letter Agreement made to Matt Michalik, between City of Lake Ozark (Client) and R. Miller Companies, LLC. (Professional) providing professional engineering and/or professional land surveying services.

Professional Services at the following rates:

Principal (Registered Engineer)	\$200.00/hr
Registered Engineer	\$175.00/hr
Engineer	\$125.00/hr
Project Manager	\$100.00/hr
Court and Deposition	\$300.00/hr
Technician	\$85.00/hr
Registered Land Surveyor	\$175.00/hr
Field Crew	\$170.00/hr

Work directed by Client not specified in the initial scopes of work will be invoiced at listed schedule of rates shown above for the duration of the project. Professional reserves the right to change these rates at any time. At the time rates are increased, Client will be notified of such. No work outside the above specified scopes of work will be performed without Client's written consent.

